B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

In re LEHMAN BROTHERS HOLDNGS INC.

Case No. <u>08-13555 (JMP)</u>

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Morgan Stanley & Co. International plc

Name of Transferee

Raiffeisen Zentralbank Osterreich Aktiengesellschaft

Name of Transferor

Name and Address where notices to transferee should be sent: Morgan Stanley & Co. International plc 25, Cabot Square,

Canary Wharf, London E14 4QA

With a copy to: Richards Kibbe & Orbe L.L.P. One World Financial Center New York, NY 10281-1003 Fax: 212-530-1801

Phone: + 44 207 677 7974

E-mail: <u>Indistressed@morganstanley.com</u>

Phone: + 212 530 1800

Attn: Managing Clerk

ile. + 44 207 077 7974

Last Four Digits of Acct #: n/a

Name and Address where transferee payments should be sent (if different from above):

Wire Instructions:

566570.1/9999-00999

Court Claim # (if known): 58786 Transferred to <u>Raiffeisen Zentralbank</u> Osterreich Aktiengesellschaft under

reference number: 8342

Amount of Claim: transferred amount – please see attached evidence of transfer Date Claim Filed: 30 October 2009

Phone:

Last Four Digits of Acet. #:

USD PAYMENT INSTRUCTIONS:

TO: CHASE MANHATTAN NEW YORK, NY

SWIFT: CHASUS33

ACCOUNT NAME: MORGAN STANLEY & CO.

INTERNATIONAL plc

SWIFT: MSLNGB2X ACCOUNT NUMBER: 066617758 REF: Fixed Income

EUR PAYMENT INSTRUCTIONS:

TO: CITIBANK N.A.

SWIFT: CITIGB2L

ACCOUNT NAME: MORGAN STANLEY & CO.

INTERNATIONAL plc

SWIFT: MSLNGB2X ACCOUNT NUMBER: 12221071

IBAN: GB15CITI18500812221071

REF: Fixed Income

Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

MORGAN STANLEY & CO. INTERNATIONAL PLC

BRIAN CRIPPS
Authorised Signatory

Date: 16.4-2010.

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- Selki For value received, the adequacy and sufficiency of which are hereby acknowledged, RAIFFEISEN ZENTRALBANK OSTERREICH AKTIENGESELLSCHAFT(the "Record Holder") hereby unconditionally and irrevocably sells, transfers and assigns to MORGAN STANLEY & CO. INTERNATIONAL PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 58786 filed by Bank Julius Baer & Co. Ltd and transferred to RAIFFEISEN ZENTRALBANK OSTERREICH AKTIENGESELLSCHAFT under Document Number 8342 (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 6 day of April 2010.

MORGAN STANLEY & CO. INTERNATIONAL RAIFFEISEN ZENTRALBANK OSTERREICH PLC

By:

Name: Title:

25, Cabot Square Canary Wharf London E144QA

E- mail: Indistressed@morganstanley.com

BRIAN CRIPPS Authorised Signatory **AKTIENGESELESCHAFT**

Title: EXE

Am Stadtpark 9 1030 Vienna Austria

> Norbert Findeis **Prokurist**

> > eee, M

Transferred Claims

Purchased Claim

The value of the Purchased Claim is equal to the Unspecified Amount* as defined in he Addendum to the Proof of Claim as of 30th October 2009, claim number 58786 (the outstanding amount of the Proof of Claim as of 30th October 2009, claim number 58786)

Lehman Programs Securities to which Transfer Relates

Security Security		Issuer	Guarantor	Principal/Notional Coupon	Coupon	Maturity
Scenario				Amount		•
5 3/8% Euro XS	XS0326006540 Lehman	Lehman	N/A	EUR 50,000.00	5.375%	10/17/2012
Notes: Lehman Brothers		Holdings Inc.				
Holdings, Inc.						

^{*} Unspecified Amount: due to complex issues relating to the structure of the Lehman Program Securities, the Creditor (Seller) indicated in the Proof of Claim could not determine the value of its claim against the Issuer of the Lehman Program Securities. For more information please refer to the "Addendum" to the

United States Bankruptcy Court/Southern I Lehman Brothers Holdings Claims Processin c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SEC PRO	CURITIES PROGRAMS OF OF CLAIM
Lehman Brothers Holdings Inc., et al., C	Chapter 11 Case No. 08-13555 (JMP) Iointly Administered)	Lehman Bro	iouthern District of New York thers Holdings Inc., Et Al.
Note: This form may not be used to f based on Lehman Programs Securitic http://www.lehman-docket.com as of	es as listed on	08	-13555 (JMP) 0000058786
Name and address of Creditor: (and name and Creditor) Bank Julius Baer & Co. Ltd. Bahnhofstrasse 36 CH-8010 Zurich, Switzerland Michael Gerny (Tel: +41 58 88 62373;	I		Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known)
Patrik Roos (Tel: +41 588877336; Ema	ail: patrik.roos@juliusbaer.con l Address:	n)	Filed on:
	Address:		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Provide the total amount of your claim bath Programs Securities as of September 15, 2008 and whether such claim matured or became findollars, using the exchange rate as applicable you may attach a schedule with the claim amount of the second security.	sed on Lehman Programs Securitie B, whether you owned the Lehman sed or liquidated before or after Se on September 15, 2008, If you are	Programs Securities on Septem eptember 15, 2008. The claim filing this claim with respect to	amount must be stated in United States
Amount of Claim: \$ See attached Adden		•	
Check this box if the amount of claim in			
Provide the International Securities Ident this claim with respect to more than one Lehn which this claim relates.	nan Programs Security, you may at	ttach a schedule with the ISINs	which this claim relates. If you are filing for the Lehman Programs Securities to
International Securities Identification Num	ber (ISIN): See attached Anne	(Required)	
3. Provide the Clearstream Bank Blocking Nu appropriate (each, a "Blocking Number") for from your accountholder (i.e. the bank, broker than one Lehman Programs Security, you may relates.	each Lehman Programs Security for r or other entity that holds such sec	or which you are filing a claim. surities on your behalf). If you	You must acquire a Blocking Number are filing this claim with respect to more
Clearstream Bank Blocking Number, Euro number:	clear Bank Electronic Instructio	n Reference Number and or o	other depository blocking reference
See attached Annex A	(Required	d)	
4. Provide the Clearstream Bank, Euroclear Byou are filing this claim. You must acquire th accountholder (i.e. the bank, broker or other enumbers.	e refevant Clearstream Bank, Euro	clear Bank or other depository	participant account number from your
Accountholders Euroclear Bank, Clearstree See attached Annex A	am Bank or Other Depository Pa (Required)	¥	
5. Consent to Euroclear Bank, Clearstream consent to, and are deemed to have authorized disclose your identity and holdings of Lehman reconciling claims and distributions. Date. Signature: The person fility	Bank or Other Depository: By I, Euroclear Bank, Clearstream Ban	filing this claim, you sk or other depository to rs for the purpose of	OCT 3 0 2009
of the creditor or other pers number if different from the any. BANK JULIL	on authorized to file this claim and e notice address above. Attach cop	I state address and telephone y of power of attorney, if	EPIO BANKRUPTCY SOLUTIONS, LLC
Penalty for presenting from Allent clo	m; Michal	prisonment for up to 5 years, or	both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076
New York, NY 10150-5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

ADDENDUM TO LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM OF BANK JULIUS BAER & CO. LTD. AGAINST LEHMAN BROTHERS HOLDINGS INC.

- Program Securities (the "LPS") listed on the spreadsheet attached to this Proof of Claim (the "Proof of Claim"), the Creditor identified in the Proof of Claim cannot determine the value of its claim against the issuer of the Lehman Program Securities associated with the ISIN numbers specified in Annex A, hereto (such issuer, together with Lehman Brothers Holdings Inc., the "Debtors") in respect of the LPS (the "Unspecified Amount") at this time. Once these issues are resolved and the Unspecified Amount may be determined, the Creditor will amend this Proof of Claim to specify the amount of its claim.
- 2. In addition to the Unspecified Amount described above, the Creditor hereby asserts further claims against the Debtors for (i) any and all other damages, fees, costs and/or expenses incurred by the Creditor in connection with Debtor's failure to perform its obligations under the LPS, including, but not limited to, the Creditor's legal fees or other costs of collection; and (ii) any additional interest accrued in respect of (a) the Unspecified Amount and (b) the additional amounts set forth in clause (i) above through the date of payment, in each case to the extent the Creditor is entitled to such amounts pursuant to the applicable agreement or contract or applicable law (collectively, the "Additional Claims") (together with the Unspecified Amount, the "Claims"). The Additional Claims cannot be liquidated at this time but will be liquidated at or prior to the time of allowance.

- 3. Nothing herein or in the Proof of Claim modifies, alters, amends or waives any right the Creditor may have under the Bankruptcy Code, applicable bankruptcy laws in other jurisdictions, applicable non-bankruptcy laws or any agreement or understanding to assert and recover interest, costs, fees and expenses, including professional fees, from the Debtors.
- 4. The Creditor has filed this Addendum only with respect to the specified Proofs of Claims and the matters described therein. The Creditor and its affiliates have or may file additional proofs of claim against the Debtors and their affiliates (collectively, the "Debtor Entities") under the chapter 11 proceedings and under bankruptcy proceedings in other jurisdictions with respect to claims arising out of other transactions or matters.
- 5. The Creditor reserves its right to (a) assert any right of set-off, counterclaim or recoupment that it may now or in the future have against the Debtor Entities and (b) amend or supplement this Proof of Claim at any time.

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XS0210414750	6039631	GBP	215,000					
XS0210433206	6039630	EUR	270,000					
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